

In the various instances put of describing the general situation; of referring to some spot or point comprehended by the tract; or to the particular line, or corner, or extremity of the tract to which the vacancy is contiguous, and of such a description being binding to a certain extent; it is not said, nor is it perceived to what extent the binding effect of the description would be allowed to go; nor even if that could be settled, is it perceived how the fact of such obligatory extent is to be ascertained and proved. It is certain that parol proof is wholly inadmissible for any such purpose. *Beatty v. Orendorf, Land Ho. Ass.* 402. It has been solemnly declared, that a warrant for one hundred acres, contiguous to a tract, of which the outlines are altogether twenty miles in length, cannot be thought to give an exclusive right to survey any one hundred acres contiguous to that extensive tract. *Beatty v. Orendorf, Land Ho. Ass.* 401. And it has been laid down with great attention as a rule, that if an angle of one tract runs up to or touches an angle, or even a side of another tract, there is no contiguity between that other tract and the land contained within the two lines forming the angle. *Whitford v. Jones, Land Ho. Ass.* 413.

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taken as uncultivated, and liable to be affected by a common warrant, and it will be observed, that two of the certificates returned by the caveator on his warrant, supposed to include the same land, are for uncultivated land, and the improvements on the other three are only a few fence logs.

It was stated in the argument, that the warrant was not a proper one—that it was neither a special nor a common warrant. But, although it was not simply a common warrant, yet it might be used as such, and the general tenor of special warrants was, and still is, to direct the surveyor to lay out the said quantity, be the same cultivated or otherwise. On this subject the following points appear to have been settled:—That a special warrant shall be allowed to do everything which a common warrant might do;—that a special warrant may abandon its first intention, and may be used to affect any lands which may be affected by a common warrant, however distant they may be from the land described in the special warrant; and that, in such case, it makes no difference whether or not the survey under a special warrant includes part of the land designated by the special warrant. It is well known that a common warrant binds or affects the land at the time of its location with the surveyor, and *a fortiori*, it must bind at the time of the actual surveys which, in these cases, was many years before the date of the caveator's warrant.

The application of the above principles to the matter in dispute, being sufficient for its decision, it will not be necessary to remark on some other grounds of defence which were urged by the counsel for Goodwin. But, with regard to the opinion of Mr. Callahan, the late register, concerning the certificates now caveated, as stated in the depositions of Oliver Cromwell, it is thought proper to declare explicitly, that such evidence of the opinions of that officer can have no possible influence in any case now to be decided.

It is adjudged and ordered that the aforesaid caveats be dismissed with costs.